

DEPARTMENT OF THE ARMY PERMIT
REGIONAL GENERAL PERMIT 6

Sponsor: Southern Sonoma County Resource Conservation District

Permit No.: 24912N

Issuing Office: San Francisco District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate District or Division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below:

Project Description: This permit authorizes participating Southern Sonoma County County Resource Conservation District (SSCRCD) members to dredge up to 4 cubic yards of material per linear foot of levee, not to exceed 10,000 cubic yards per property owner, per year, from the channels and/or wetlands adjacent to the existing levees on their property for the purpose of maintaining existing levees. These properties are shown on the attached drawings entitled "Vicinity Map USACE File No. 24912N", dated June 28, 2000, sheets 1 to 5 of 5.

Project Location: SSCRCD member property in the San Antonio Creek, Petaluma River, and Sonoma Creek drainage basins, which include San Antonio Creek, Petaluma River, San Pablo Bay, Sonoma Creek, Tolay Creek, Napa Slough, Second Napa Slough, Third Napa Slough, Hudeman Slough, Steamboat Slough, Schell Slough, Railroad Slough, and Rainbow Slough, Sonoma and Marin Counties, California.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on November 1, 2006.
2. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
3. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
4. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
5. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

6. You understand and agree that, if future operations by the United States require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, you will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expenses to the United States. No claim shall be made against the United States on account of any such removal or alteration.

Special Conditions:

1. A vegetated berm at least 10 feet wide shall be maintained, where possible, adjacent to the water side of the levee to prevent extension of the levee toe into adjacent wetlands.

2. No dredging authorized by this permit may substantially disrupt the movement of those species of aquatic life indigenous to the water body, including those species which normally migrate through the area.

3. No discharge of dredged material may consist of unsuitable material (e.g. trash, debris, etc.) and material discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

4. This Corps permit does not authorize you to take an endangered species, in particular the salt marsh harvest mouse (*Reithrodontomys raviventris halicoetes*), California clapper rail (*Rallus longirostris obsoletus*), and Sacramento splittail (*Pogonichthys macrolepidotus*). In order to legally take a listed species, you must have separate authorization under the Endangered Species Act (ESA). The enclosed U.S. Fish and Wildlife Service (FWS) Biological Opinion (BO) and its subsequent amendments contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with "incidental take" that is also specified in the BO. Your authorization under this Corps permit is conditional upon your compliance with all the mandatory terms and conditions associated with incidental take of the attached BO, which terms and conditions are incorporated by reference in this permit. Failure to comply with the terms and conditions associated with incidental take of the BO, where a take of the listed species occurs, would constitute an unauthorized take, and would also constitute non-compliance with your Corps permit. However, the FWS is the appropriate authority to determine compliance with the terms and conditions of its BO, and with the ESA. For further clarification on this point, you should contact the FWS. Should the FWS determine that the conditions of the BO have been violated, normally the FWS will enforce the violation of the ESA, or refer the matter to the Department of Justice. Please note that term and condition a to implement reasonable and prudent measure 2 has been eliminated in the February 1, 2000 amendment and the terms to implement reasonable and prudent measure 3 have been replaced by those stated in the January 12, 1995 amendment.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

- (X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- () Section 404 of the Clean Water Act (33 U.S.C. 1344).

2. Limits of this authorization:

- a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.

- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate. (See Item 4 above.)
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

7. You understand and agree that, if future operations by the United States require the removal, relocation, or other alteration of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the structural work or obstructions caused thereby, without expenses to the United States. No claim shall be made against the United States on account of any such removal or alteration.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) (DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

(DISTRICT ENGINEER) (DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE) (DATE)